IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

WEDNESDAY, THE TWENTY SEVENTH DAY OF OCTOBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE A.GOPAL REDDY

WRIT PETITION NO : 19584 of 2004

Between:

M/s. Aarcubel, A proprietary concern, rep. by its Proprietor Brig (Retd). K. Ramani, s/o late Sri G.K.Swami, aged 60 years, R/o. 109, Sector-A,

AWHO Colony, Secunderabad-9.

..... PETITIONER

AND

1 The Central Warehousing Organization, rep. by its Regional Manager, Office at Warehousing Sadan, Behind Gandhi Bhavan, P.B.No.34, Nampally, Hyderabad.
2 The Warehousing Manager, Central Warehouse, Unit-I, Visakhapatnam-8.
3 The Warehouse Manager, Central Ware House, Warangal.

.....RESPONDENT(S)

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court will be pleased to Issue an order, direction or writ more in the nature of a Mandamus, by declaring the action of the respondent No.1 in terminating the contract by proceedings dt.30.9.2004 bearing No.CWC/HYD/I-Security/Admn before expiry of the contract and the consequential proceedings issued by the 2nd and 3rd respondents dt.8.10.2004 under proceedings No.CW/Visakhapatnam I/Security/04-05-503 and CWW/Pvt.Security/2004-2005/599 as being arbitrary, illegal, contrary to the principles of natural justices and violative of the directions/guidelines issued by the government of India and for a consequential direction to the respondents to continue the services of the petitioner in terms of the agreement dt.27.8.2003.

Counsel for the Petitioner: MR.A.P.VENUGOPAL, Advocate.

Counsel for Respondents:

The Court at the admission stage made the following:

Oral Order:

Heard the learned counsel for the petitioner.

Petitioner's contract with the respondent—Corporation for providing security personnel was terminated as per clause 10 of General Terms and Conditions of the contract which provides for such termination by giving one month notice without assigning any reasons. Any dispute with regard to terms and conditions of the contract can be referred to an arbitrator appointed by the Managing Director of the Corporation as per clause XVIII of specific conditions. In view of the same, termination of the contract by giving one-month notice cannot be subject mater of judicial review.

In view of the same, it is always open for the petitioner to invoke the arbitration clause as provided in the contract or he can move the civil court for violation of terms and conditions of contract, as the case may be.

The writ petition is accordingly dismissed. No costs.

_____ A.GOPAL REDDY, J.

27-10-2004

Murthy

ASSISTANT REGISTRAR

// TRUE COPY //

SECTION OFFICER

To

1 The Regional Manager, Central Warehousing Organization, Office at Warehousing Sadan, Behind Gandhi Bhavan, P.B.No.34, Nampally, Hyderabad.
2 The Warehousing Manager, Central Warehouse, Unit-I, Visakhapatnam-8.
3 The Warehouse Manager, Central Warehouse, Warangal.

4 Two CD copies.